

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
OFFICE OF FINANCIAL AND INSURANCE REGULATION
Before the Commissioner of Financial and Insurance Regulation

In the matter of

XXXXX

Petitioner

File No. 90990-001

v

Blue Cross Blue Shield of Michigan
Respondent

Issued and entered
this 9th day of September 2008
by Ken Ross
Commissioner

ORDER

I
PROCEDURAL BACKGROUND

On July 15, 2008, XXXXX (Petitioner) filed a request for external review with the Commissioner of Financial and Insurance Regulation under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* The Commissioner reviewed the request and accepted it on July 22, 2008.

The Petitioner is enrolled for health coverage with Blue Cross Blue Shield of Michigan (BCBSM) through the Michigan Education Special Services Association (MESSA). The Commissioner notified BCBSM of the external review and requested the information used in making its adverse determination. The Commissioner received BCBSM's response on July 31, 2008.

The issue in this external review can be decided by a contractual analysis. The contract here is the MESSA *Super Care 1 2003 Revision Plan Coverage* (the booklet). The Commissioner reviews contractual issues pursuant to MCL 550.1911(7). This matter does not require a medical opinion from an independent review organization.

II
FACTUAL BACKGROUND

On January 15, 2008, the Petitioner had a tooth extraction, a bone graft and a panoramic x-

ray performed by XXXXX, D.D.S. performed on her tooth #8. The total charge for this care was \$380.00. She also submitted a preauthorization request for an implant, tissue graft and intravenous sedation amounting to \$2,400.00. BCBSM denied payment for these services.

The Petitioner appealed BCBSM's decision to deny coverage for her dental care. BCBSM held a managerial-level conference on May 28, 2008, and issued a final adverse determination dated May 30, 2008.

III ISSUE

Is BCBSM required to cover the Petitioner's dental care to repair her tooth #8?

IV ANALYSIS

Petitioner's Argument

The Petitioner had a fall at the school where she works. She hit her face and shoulder and months later upon biting into a cookie, she broke the tooth completely. She had not filed a workers compensation claim since she did not find out the severity of the injury until later. The Petitioner argues that it was verified that the initial fall was the probable cause for cracking the root and the later biting incident finished breaking it.

The Petitioner believes that since an accidental injury led to her broken tooth it is a covered benefit under her certificate and BCBSM is required to pay for it.

BCBSM's Argument

BCBSM indicates that, under the terms of the certificate, benefits for dental services are very limited. Section 18.13 states the following services are covered:

Dental treatment by a licensed dentist or dental surgeon required because of an accidental injury to sound, natural teeth. Charges by a dental surgeon for the removal of cysts and tumors of the mouth and jaw, and the extraction of impacted teeth are covered. Maxillofacial prosthesis when BCBSM approved; these devices may be provided by dentists.

Section 20; Exclusions and Limitations, states in pertinent part:

The following exclusions and limitations apply to the Super Care 1 2003 Revision plan. These are in addition to limitations appearing elsewhere in this booklet:

* * *

- Treatment of work-related injuries covered by workers' compensation laws or for work-related services you receive through a medical clinic or a similar facility provided or maintained by an employer;

* * *

- Dental care (except as previously specified) including repairs of supporting structures for partial or complete dentures, dental implants, extractions, extraction repairs, bite splints, braces and appliances, and other dental work or treatment.

The Petitioner does not have dental coverage with BCBSM. She does have dental coverage with Delta Dental. Under the BCBSM medical coverage, the Petitioner's dental care would only be covered if it were the result of an accidental injury. BCBSM argues that in this case there was no accidental injury that resulted in the extraction of tooth #8. The Petitioner indicated that her tooth broke while eating food which does not meet the definition of an accidental injury in the certificate. It also was not injury to sound natural teeth since biting food would not break or fracture a sound tooth.

The Petitioner indicated that she injured her tooth months before it broke when she fell at work. Her dentist provided a letter which indicated that her fall in the Spring of 2007 may have damaged her tooth and might have led to its fracture. BCBSM states that a fall at work would be covered under workers compensation. The Petitioner's health care certificate excludes coverage for work related injuries. Therefore, even if the tooth was fractured in the fall it would not be covered under her MESSA BCBSM health care coverage.

BCBSM believes that it acted properly when it denied coverage for the Petitioner's dental care for tooth #8 since this care is not a covered benefit under the certificate.

Commissioner's Review

The certificate sets forth which services are covered benefits. Dental care is covered in very limited circumstances in the Petitioner's certificate. The Petitioner argues that the damages to her

tooth# 8 were caused when she fell at work in April 2007. The Petitioner's dentist indicated that Petitioner's tooth #8 had endodontic treatment in 2006 and had a crown placed in June 2007. The dentist indicated that the tooth was asymptomatic when the crown was placed. The dentist also indicated that it was "possible" the tooth sustained trauma during the April fall that "could" have caused a vertical crack in the tooth. This "may" have contributed to the vertical root fracture in January 2008 and the subsequent loss of the tooth. However, the dentist provided no x-rays or other information to confirm this hypothesis. Therefore, it cannot be concluded that the tooth #8 was damaged in the April fall.

Even if the tooth was damaged in the fall, since it occurred at work it would be covered under workers compensation. The certificate provides that services covered under workers compensation are not a covered benefit. Therefore, the Commissioner concludes that the Petitioner's dental care to treat and repair her tooth #8 is not a covered benefit under her certificate.

V ORDER

BCBSM's final adverse determination of May 30, 2008 is upheld. BCBSM is not required to cover the Petitioner's treatment and repair of her tooth.

This is a final decision of an administrative agency. Under MCL 550.1915, any person aggrieved by this Order may seek judicial review no later than sixty days from the date of this Order in the circuit court for the county where the covered person resides or in the circuit court of Ingham County. A copy of the petition for judicial review should be sent to the Commissioner of the Office of Financial and Insurance Regulation, Health Plans Division, Post Office Box 30220, Lansing, MI 48909-7720.